

REMARKS

This is responsive to the rejection in the Final Office Action mailed July 27, 2005 in which claims 1-23, 25-27, and 29-38 were rejected. Claims 1, 4-7, 9-10, 12, 15, 17-18, 20-21, 23, 25-26, and 30 are original, claims 24 and 28 are canceled, claims 2-3, 8, 11, 13-14, 16, 19, 22, 27, and 31-38 are previously presented, and new claim 39 has been added. Thus, claims 1-23, 25-27, and 29-39 are pending in this application. No new matter has been added. Reconsideration is requested based on the amendments and remarks presented herein.

Changes to the Claims:

New claim 39 is supported by original claim 1, and by paragraphs [0008] and [0019] of the application as filed. See Patent Application Publication US 2002/0087670. No new matter has been added.

New Claim 39 is patentable:

Remarks in support of the patentability of new claim 39 are presented first in this paper to help clarify the outstanding issues between the Examiner and the applicants in this application. Remarks addressing the patentability of the original and previously presented claims follow thereafter. Since claims 1-23, 25-27, and 29-38 were most recently rejected over Sixtus (U.S. Patent No. 5,903,721, hereafter Sixtus), the following remarks compare claim 39 thereto. However, claim 39 is believed to be patentable over all references cited in this application to date.

Claim 39 recites the limitations:

“facilitating, on a first set of one or more servers of said service provider, a first set of services that require said first set of one or more servers to allow one or more client computers to securely access resources in said first set of one or more servers;”

and

“facilitating, on a second set of one or more servers of said service provider, a second set of services that require said set of client computers to allow said second set of one or more servers to securely access resources in said one or more client computers.” (Emphasis added).

Sixtus does not teach or suggest the foregoing limitations. In fact, Sixtus is directed to a completely different problem and its teachings are essentially unrelated to the invention claimed by the applicants in this application. Specifically, Sixtus is directed to a method and system for secure online transaction processing which is accomplished by “authenticating the identity and credit of the purchaser without transmitting a credit card number as part of the online transaction.” See Sixtus, Title and col. 3, lines 13-15. Nowhere does Sixtus describe one computer being allowed to securely access resources in another computer.

To better illustrate the patentability of claim 39, and others of Applicants’ claims over Sixtus, the following remarks address the remarks used to reject claim 1 in the Office Action mailed July 27, 2005 and the portion of the Sixtus reference relied upon in those remarks. In rejecting the first “facilitating” limitation of claim 1, the Office Action recites “see col. 6, lines 33-52, trust server trusts the user)”. In the following remarks, the portion of Sixtus between lines 54 and 64 of column 6 is also considered.

The reference to the term “trust” in the Office Action remarks underscores the differing interpretations accorded this term by Applicants and the Examiner. Applicants have stated (in the response filed July 11, 2005) that the term “trust” refers to “a relationship between two sets of computers that allows users in one of the sets of computers to access resources in another set of computers in a secure way.” Also, see Applicants’ published application, paragraph [0019]. However, the cited portion of Sixtus does not disclose allowing one computer to access another in a secure way. Instead, the pertinent passage describes a series of steps performed by a user at a user computer 12 to interact with both a vendor computer 14 and a trust server 18 to conduct a transaction. As part of this transaction, the vendor computer 14 sends the IP network address of the user computer 12 to the trust server 18 to authenticate the identity of the user computer 12 prior to authorizing the transaction. See col. 6, lines 58-61.

However, while trust server 18 “authenticates” the identity of user computer 12 employing the IP network address thereof, Sixtus does not describe having the trust server allow any computer, either user computer 12 or vendor computer 14, to “securely access resources” in the trust server 18, as claimed in claim 39. Accordingly, Sixtus does not describe the limitations of claim 39. Claim 39 is therefore believed to be allowable over the prior art. Applicants contend that the original and previously presented claims are patentable over the prior art for the same reasons as claim 39, as discussed in the following.

Rejection under 35 U.S.C. § 102:

Claims 1-23, 25-27, and 29-38 are rejected under 35 U.S.C. § 102(e) as being anticipated by Sixtus. Applicants contend, based on the following remarks, that Sixtus does not describe all the limitations of Applicants' claims.

Applicants note that claim 39, discussed above, recites limitations similar to those of claim 1. In claim 39, the term "trust" has been replaced, in one instance, with the language "allow one or more client computers to securely access resources in said first set of computers. Other instances of the word "trust" have been replaced with language similar to the above in claim 39. It is noted that the language of claim 39 that has been substituted for the word "trust," used in claim 1, substantially corresponds to the meaning of the word "trust" recited in paragraph [0019] of the application as filed. Accordingly, Applicants contend that this meaning of the word "trust", which is clearly established in the application as filed, renders claim 1 patentable over Sixtus for the same reasons as claim 39. Thus, the above remarks supporting the patentability of claim 39 over Sixtus also support the patentability of claim 1 over Sixtus and are therefore not repeated in this section. For the foregoing reasons, Applicants assert that claim 1 is patentable over Sixtus under 35 U.S.C. § 102(e).

Applicants respectfully contend that the meaning of the term "trust" discussed above in connection with claim 1 applies equally to all of the pending claims in which this term is used, which includes independent claims 1, 8, 11, 14, 19, 22, and 27. Since Sixtus does not describe a first set of computers that allows users of a second set of computers to securely access resources within the first set of computers, Applicants contend that claims 1, 8, 11, 14, 19, 22, and 27 are patentable over Sixtus for the same reasons as claims 1 and 39, discussed above.

Claims 2-7, 9-10, 12-13, 15-18, 20-21, 23, 25-26, and 29-38 depend from the above independent claims and are therefore patentable over the prior art for the same reasons as their respective independent claims. Moreover, the dependent claims recite further novel, nonobvious limitations not described in the prior art. Accordingly, claims 1-23, 25-27, and 29-39 are patentable over the prior art.

Response to Office Action Remarks:

When the applicant states the meaning that the claim terms are intended to have, the claims are examined with that meaning, in order to achieve a complete exploration of the applicant's invention and its relation to the prior art. *In re Zletz*, 893 F.2d 319, 321 13 USPQ2d 1320, 1322 (Fed. Cir. 1989).

Applicants have stated the meaning that the term "trust" is intended to have in the application (see paragraph [0019] of the application as filed) and have reiterated this intended meaning in the response filed July 11, 2005 and in this response. However, the Office Action mailed July 27, 2005 largely ignores Applicants' stated meaning for the term "trust" and rejects Applicants' claims by equating the Applicants' claim term "trust" to Sixtus's "authentication" of a user (see Office Action pages 8-9). But, as discussed earlier herein, the described authentication process does not correspond to the meaning that Applicants have accorded to the term "trust." The rejection therefore does not comport with the ruling above in *In re Zletz*. Accordingly, Applicants respectfully contend that the rejection is improper. Applicants therefore respectfully request, consistent with the case law cited above, that the claims be examined in light of the Applicants' stated meaning of the term "trust."

Conclusion:

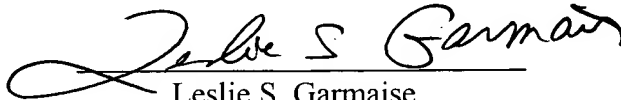
Applicants respectfully request reconsideration and allowance in view of the above remarks and amendments. The Examiner is authorized to deduct additional fees believed due from our Deposit Account No. 11-0223.

Respectfully submitted,

KAPLAN GILMAN GIBSON & DERNIER LLP

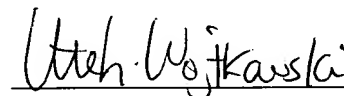
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CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal service as first class mail, in a postage prepaid envelope, addressed to Mail Stop RCE, Commissioner for Patents, P. O. Box 1450, Alexandria, VA 22313-1450 on January 26, 2006

Dated January 26, 2006 Signed  Print Name Ute H. Wojtkowski